

Terms

These terms and conditions apply to the services to be provided by 'Survey First' in accordance with the instructions received from the Client, as named in the Letter of Engagement. Both the Letter of Engagement and this Terms of Engagement document form the basis of the contract between 'Survey First' and the Client.

1. General

1.1 Subject to any agreed amendments and/or additions, the terms on which the Surveyor will undertake the Survey are set out below.

1.2 None of the Company's employees, directors or consultants individually has a contract with the Client or owes the Client a duty of care or personal responsibility. The Client agrees that they will not bring any claim against any such individuals personally in connection with the valuation or report.

1.3 Should the Client suffer loss as a result of any breach of contract or negligence on the part of the Company, our liability shall be limited to a just and equitable proportion of that loss having regard to the extent of responsibility of any other party. Our liability shall not increase by reason of a shortfall in recovery from any other party, whether that shortfall arises from an

agreement between the Client and them, the Client's difficulty in enforcement of any other cause.

1.4 'Survey First' will, unless otherwise expressly agreed, rely upon information provided by the Client, the Client's legal or other professional advisers of the vendor relating to tenure and other relevant matters.

1.5 On most occasions, it will not be possible for applicants to accompany the Surveyor on an inspection. In some situations, subject to prior agreement with the vendor and/or agent, the applicant may meet the Surveyor at the property, at an agreed time towards the end of the survey.

1.6 Should the Surveyor be unable to access any part of the property due to circumstances outside of their control, a re-inspection fee will

apply, should you wish those parts of the property to be included in the Report.

1.7 The service does not include an asbestos inspection or sampling.

1.8 Our inspection will be carried out in accordance with RICS practice guidelines where safe and practical to do so, however, no items of furniture or ornaments will be moved by the Surveyor.

2. Fees and Expenses

2.1 The Client will pay 'Survey First' the agreed fee, as per our invoice, for the Report and any expressly agreed disbursements. By paying the fee you agree to these Terms of Engagement.

2.2 Fees are to be paid in full prior to the inspection date.

2.3 'Survey First' is a trading name of 'Iskha Surveyors Ltd'. All payments made will be to 'Iskha Surveyors Ltd' who's will appear on the banking records.

2.4 Fees taken in advance are not client money and are not subject to the RICS client money protection scheme.

3 Materials, Construction, Services, Fixtures and Fittings.

3.1 Unless otherwise expressly stated in the Report, the Surveyor will assume that no deleterious or hazardous materials or techniques have been used in the construction of the property. However, the Surveyor will advise in the report if, in his view, there is a likelihood that high alumina cement (HAC) concrete has been used in the construction and that, in such cases, specific enquiries should be made, or tests carried out by a specialist.

3.2 Where visible, lead water supply pipes and asbestos will be noted, and advice given.

3.3 The Surveyor will advise if there are transformer stations or overhead power lines which might give rise to an electro-magnetic field, either over the subject property or visible immediately adjacent to the property, but the

Surveyor cannot assess any possible effect on health. The Surveyor cannot report on any underground cables.

3.4 The Surveyor will not carry out an asbestos inspection and will not act as an asbestos inspector when inspecting properties that may fall within the Control of Asbestos Regulations 2006.

3.5 The Surveyor will assume that an inspection of those parts which have not been inspected would not reveal significant defects or cause the Surveyor to alter their valuation (if one is provided).

3.6 The valuation (where provided) does not take account of any furnishings, removable fittings, and sales incentives of any description.

3.7 Unless stated otherwise, the Surveyor will assume that;

a) Mains services and the roads giving access to the property have been adopted.

b) The construction will be satisfactorily completed subject to all the necessary consents, in the case of an incomplete new build or conversion.

c) That in the case of a newly constructed property, the builder is a registered member of the NHBC, or equivalent, and has registered the subject property in accordance with the scheme concerned.

d) That where the property is part of a building comprising flats or maisonettes, the cost of repairs and maintenance to the building and grounds are shared proportionately between all the flats and maisonettes forming part of the block, and that there are no onerous liabilities outstanding.

4 Contamination

4.1 The Surveyor will not comment upon the existence of contamination as this can only be established by appropriate specialists.

5. Consents, Approvals and Searches

5.1 The Surveyor will assume that:

a) the property is not subject to any unusual or onerous restrictions or covenants which apply to the structure or affect the reasonable enjoyment of the property.

b) all bye-laws, Building Regulations and other consents required have been obtained. In the cases of new buildings, and alterations and extensions which require statutory consents or approvals, the Surveyor will not verify whether such consents have been obtained. Drawings and specifications will not be inspected by the Surveyor.

c) the property is unaffected by any matters which would be revealed by a Local Search and replies to the usual enquiries, or by a Statutory Notice, and that neither the property, nor its condition, its use, or its intended use, is or will be unlawful.

d) the property is sold with 'vacant possession'.

e) the condition of the property, or the purpose that the property is, or will be, used for does not break any laws;

f) for leasehold properties, there is a fixed ground rent and service charge which does not exceed £250 and £1,200 (per annum), respectively, should the actual figures not be made available.

5.2 The Surveyor will report any more assumptions they have made or found not to apply. If the property is leasehold, the report will explain what other assumptions the Surveyor has made.

6. Complaints Procedure

6.1 'Survey First' has a formal complaints procedure in the unlikely event of dissatisfaction. A copy of this procedure will be provided on request.

7. Cancellation Policy

7.1 If you have specifically ordered a survey to be provided or the Inspection you have booked takes place during the 14-day cooling off period you will not be entitled to a refund for service already provided to you or an Inspection which has taken place before the date of cancellation, even if the 14-day period has not expired.

7.2 Our cancellation policy is relevant within as well as outside the 14-day cooling off period and is:

a) If you cancel within 3 working days prior to the appointment date, there will be an administration fee of £40.

b) If you cancel on the day, full charges will apply.

c) All cancellation must be notified in writing at least 4 working days prior to the appointment otherwise charges in 7.2 (a) or (b) apply.

8. Restriction on Disclosure

8.1 The report to be provided shall be confidential to the Client for the specific purpose to which it refers. It may be disclosed to the Client's professional advisers, but it shall not be disclosed to any other person, nor reproduced in whole or in part without the prior written consent of 'Survey First'.

8.2 The Surveyor will accept responsibility to the Client alone that the report will be prepared with skill and care reasonable to be expected of a competent RICS Surveyor but accepts no responsibility whatsoever to any other person other than the Client.

9. Turnaround

9.1 The turnaround time for each report time is as follows;

a) RICS Home Survey Level 2 Report (with or without valuation): 5 days from the inspection date.

b) RICS Home Survey Level 3 Report: 6 days from the inspection date.

c) Private Valuation Report: 3 days from the inspection date.

<https://www.rics.org/globalassets/rics-website/media/upholding-professional-standards/sector-standards/home-survey--2021/description-of-the-rics-home-survey-level-3.pdf>

9.2 On the rare occasion we cannot adhere to the turnaround times stated, 'Survey First' will notify the Client before the report due date. A revised date will be given at that stage.

10. Survey First Plus+

10.1 In the unlikely event we are unable to deliver the report within the fast track period, we will refund you the full amount paid for the option. We aim to do this within 7 days from completion of the report.

10.2 Estimated costs provided in the 'Cost Guidance' option are to be used as a guide only. Although we try to be as realistic as we can, fluctuations can occur dependant on the trade type, time of year, location, and other market forces, which cannot always be factored in. You should not use the guidance as the exact or maximum cost mark.

10.3 A drone survey is dependent on environmental factors on the day of the inspection. Strong winds, rainy weather, overhead cables, overhanging trees are such factors. In these situations, to reduce risk to people, property, and the drone, we would not undertake a drone survey and a full amount for the option will be offered if you took up the option. We aim to do this within 7 days from completion of the report.

11. Additional Terms Relating Specifically to Home Survey Level 2 and 3

11.1 We refer you to the attached 'Description of the RICS Home Survey' document, which explains what the chosen survey includes. A web link is included below.

Level 2

<https://www.rics.org/globalassets/rics-website/media/upholding-professional-standards/sector-standards/home-survey--2021/description-of-the-rics-home-survey-level-2.pdf>

Level 3

Additional Terms

These additional terms relate specially to a Valuation and should be read in conjunction with the main terms.

1. The Report

1.1 The report to be provided in accordance with the Client's instructions is a valuation and not a Level 2 or Level 3 Survey.

1.2 The report will be valid for 3 months from the date on the report. The Valuation can be renewed by way of a Private Desktop Revaluation (at a fee of £75) provided we are notified of this within 10 working days of the expiry date.

It should be appreciated that, due to changes in the property market, this value may differ from that which is provided within the original report. We are only able to provide 1 Private Desktop Revaluation report before a new valuation is required.

1.3 The Surveyor will express their opinion of the value/rental value of the freehold/leasehold interest in the property as specified by the Client, as at the date of the report.

1.4 In making the report, the Surveyor will meet the relevant requirements of the latest edition of the RICS Valuation Global Standards.

1.5 The valuation may be investigated by the RICS for the purposes of administering the Institution's conduct and disciplinary regulations.

2. Purpose

2.1 The purpose for which the valuation is required has been agreed between the Client and the Surveyor.

3. Market Value

3.1 The figure will represent the market value which is defined as;

'The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.'

4. Inspections

4.1 The Surveyor shall carry out such inspections and investigations as are, in the Surveyors professional judgement, appropriate and possible in the particular circumstances.

4.2 Whilst the Surveyor shall have regard to the apparent state of repair and condition of the property, the Surveyor will not carry out a survey of the structure.

4.3 The Surveyor will not arrange for the testing of electrical, heating, or other services and the drains will not be exposed.

5. Limitation of Liability

5.1 Our aggregate liability arising out of, or in connection with, this valuation, whether arising from negligence, breach of contract, or any other cause whatsoever, shall in no event exceed 10 times the fee for the valuation. This clause shall not exclude or limit our liability for actual fraud and shall not limit our liability for death or personal injury caused by our negligence.

6. Cladding

6.1 If the property being valued is a flat with cladding to any parts of the building, the following shall apply:

6.2 It is the customer's responsibility to provide us with a copy of a suitable cladding report (e.g., EWS1 form or equivalent) signed by an approved signatory. 'Survey First' shall make no comment on the report and accepts no responsibility or liability for any errors or omissions in the form.

Where we provide a valuation which is based on such a report, a liability exclusion clause shall apply as follows:

In arriving at the valuation, we have relied on an EWS1 form, prepared by a professionally qualified third party. In so doing, we are not offering any advice as to the accuracy, completeness or fitness for purpose of the form or its content, and neither the individual preparing the valuation nor this firm shall have any liability to you, or to any third party with whom you share the valuation, for any losses or potential losses arising directly and solely as a result of any inaccuracies or errors in, or otherwise in any way related to, the EWS1 form. Any person requiring more information should obtain independent advice.

6.3 If there are any suspected or known issues with the fire safety of the building, we are

unable to carry out a valuation unless you are able to provide evidence of the full cost of repair that the owner of the subject property will be liable for, and anticipated repair timescales involved.

6.4 Where both 'Survey First' and the Client have agreed the property is to be valued on the assumption that the cladding and fire safety of the building meets current standards, 'Survey First' can accept no liability should this prove, at a later date, to not be the case.

6.5 If the property is within a building that meets the criteria for requiring an EWS1 in line with current RICS guidance, or in the Surveyor's professional opinion that one is needed, you must supply a valid EWS1 form for us to be able to provide a valuation. The signatory must hold an appropriate level of membership of one of the professional bodies signalled as appropriate in the latest MCHLG guidance. We reserve the right to refuse to rely on an EWS1 Form should the signatory appear to be unsatisfactory.

6.6 If the EWS1 is rated A3 or B2, you must also provide sufficient details of the repairs required,

the full cost of repair that the owner of the subject property will be liable for, the anticipated repair timescales and details of any increases to service charges. We are unable to provide a valuation without this information. You are required to confirm on our dedicated form that we can rely on this information for the purpose of providing the valuation. 'Survey

First' Ltd can accept no liability should the details provided to us prove, at a later date, to be incorrect. If any information provided cannot be verified, is incorrect or missing, 'Survey First' may be unable to offer a valuation. In a situation such as no refund will be made to the customer.